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A G R E E M E N T

BY AND BETWEEN

THE

EAST WINDSOR REGIONAL BOARD

OF EDUCATION

AND

HOUSE / UNIT LEADERS ASSOCIATION

July 1, 1979 to June 30, 1982

LIBRARY  
Institute of Technology  
Leader: John J. O'Neil

7/1/81

RUTGERS UNIVERSITY

Memorandum of Agreement made this 28 day of October 1980 by and between the East Windsor Regional School District and the House Leaders Association (HULA):-

1. That during 1980-81 school year (7/1/80 - 6/30/81) the Board will allocate funds for salaries with a \$16,140.00 to \$30,000.00 range.
2. That all salaries, except for those who would because of the increase have their salary exceed \$30,000.00, be increased by 5%, retroactive to July 1, 1980.
3. That in addition to the 5%, the Board will allocate a sum equal to 3% of the 1979-80 unit payroll as of May 31, 1980 for performance "incentive", which sum will be distributed pursuant to Article 10 of the contract.
4. The earning of any monies under the performance payment, under Article 10, can entitle one to receive in excess of \$30,000.00 in the year.
5. That the 1981-82 range shall remain the same.
6. That all salaries, except for those who would bccause of the increase have their salary exceed \$30,000.00, be increased by 6% for 1981-82.
7. That for 1981-82, in addition to the 6%, the Board will allocate a sum equal to 3% of the 1980-81 unit payroll as of May 31, 1981 for performance incentive, which sum will be distributed pursuant to Article 10 of the contract.
8. The earning of any monies under the performance payout, under Article 10, can entitle one to receive in excess of the \$30,000.00 range maximum during 1981-82.
9. That effective 7/1/81 the number of personal days to which unit members are entitled, will be reduced from the present four (4) to two (2).
10. That all other proposals of all parties, not set forth herein shall be considered as having been withdrawn.
11. The retroactive portion of the 1980-81 scttlement shall be made by means of a separate check.
12. That this settlement is subject to ratification by both the Board of Education and the HULA, and both negotiating teams shall recommend acceptance of the terms of this memo to their respective constituents.

FOR THE B/E

/s/ James E. Major

FOR HULA

/s/ Melvin Mendelsohn

/s/ L. J. Hammer - PERC

PREAMBLE

This Agreement entered into this 11<sup>th</sup> day of June, 1979, by and between the Board of Education of the East Windsor Regional School District, hereinafter called the "Board", and the East Windsor Regional House/Unit Leaders Association, hereinafter called the "Association".

ARTICLE I - RECOGNITION

A. The Board hereby recognizes this Association for the term of this agreement as the majority representative for collective negotiations concerning grievances and terms and conditions of employment for certificated personnel under contract by the Board in the following job categories:

House Leaders

Unit Leaders

(all other employees are excluded.)

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on terms and conditions of House/Unit Leaders employment. Such negotiations shall begin not later than 120 days prior to the final budget submission date required of the Board of Education for the 1980-1981 budget year for salaries and not later than 120 days prior to the final budget submission date required of the Board of Education for 1982-1983 budget year for all Articles.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a claim by a Unit/House Leader that he/she has suffered a loss or injury as a result of misinterpretation, misapplication, or violation of this Agreement, policies, or administrative decisions.

2. A grievance to be considered under this procedure must be initiated by the House/Unit Leader within twenty-five (25) calendar days from the time the action is taken or when the act is known or should have been known.
3. An aggrieved person is the person or persons making the claim.

**B. PROCEDURE**

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
2. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. Any House/Unit Leader who decides either alone or with the assistance of the Association that he/she has a grievance shall discuss it with his/her Principal in an attempt to resolve the matter informally at that level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the House/Unit Leader within seven (7) calendar days of such discussion, the House/Unit Leader shall set forth his/her grievance in writing to his/her Principal, specifying:
  - a. The nature of the grievance and the date occurred.
  - b. The results of the previous discussions.
  - c. His/her dissatisfaction with the decisions previously rendered.
  - d. Relief sought.
4. The House/Unit Leader, no later than seven (7) calendar days after receipt of the Principal's decision, may appeal the Principal's decision to the Chief School Administrator. The appeal to the Chief School Administrator must be made in writing, reciting the matter submitted to the Principal as specified above and the House/Unit Leader's dissatisfaction with the decisions previously rendered. The Chief School Administrator shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) calendar days, the Chief School Administrator shall communicate his/her decision in writing to the House/Unit Leader, the Principal, and the Association.

5. If the grievance is not solved to the employee's satisfaction, he/she may request an informal appearance with the Board. The request shall be submitted in writing to the Chief School Administrator who shall attach all related papers and forward the request to the Board. A committee of the Board shall review the grievance, conduct the informal appearance with the employee, if requested, and render a decision in writing within thirty (30) days.
6. If the House/Unit Leader and/or Association are dissatisfied with the decision of the Board Committee and only if the grievance pertains to a violation of this Agreement between the Board and the Association shall file with either the American Arbitration Association or the Public Employment Relations Commission, a request for the submission of a panel of arbitrators to hear the particular issue. The parties shall be bound by the rules of the appointing agency. The Association shall notify the Chief School Administrator by certified mail or receipted delivery no later than fifteen (15) calendar days after the receipt of his/her decision.

Additionally, a grievance may not be submitted to arbitration which pertains to:

- a. A grievance of a non-tenure teacher which arises by reason of his/her not being re-employed, or appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
- b. No grievance shall be taken to arbitration that impinges upon the right of the Board of Education to appoint, promote, assign, and involuntarily transfer.
- c. Any matter for which a method of review is provided for by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which according to law is beyond the scope of the Board's authority or limited by law to Board authority alone.

7. A House/Unit Leader, in order to process his/her grievance to arbitration, must have his/her request for such action accompanied by the written recommendation for such action by the Association, which shall represent or approve the representative of said grievant at the arbitration level.
  - a. The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his/her decision not later than thirty (30) calendar days from the date of the close of hearings.

- b. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the agreement between the parties.
- c. The recommendations of the arbitrator shall be binding. His/her decision shall be in writing but he/she shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this agreement.

C. GENERAL REGULATIONS

- 1. All appeals taken past the immediate superior of the aggrieved party must be stated in writing.
- 2. All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed upon in writing by both parties.
- 3. Staff members who participate in any matter processed through the grievance procedure or who refuse to participate in such process are assured that neither party to this Agreement shall engage in any reprisals because of their participation or refusal to participate.
- 4. The aggrieved party and his/her representatives shall have the right to be present at all hearings conducted at any step of the grievance procedure.
- 5. The right of a staff member to attempt to resolve a grievance directly through normal administrative procedure is not to be abridged in any way.
- 6. There will be no suspension of a grievance procedure when schools are not in session except by mutual consent of the parties.
- 7. The aggrieved shall have the right to present his/her own appeal or designate representatives of the Association to appeal with him/her or for him/her at any step in his/her appeal through the level of Chief School Administrator. If the aggrieved does not designate a representative, the Association shall be notified that a grievance is in process and shall have the right to be represented at all hearings pertaining to the grievance.
- 8. In the event that a grievance results from an action of a school official higher than the rank of Principal, the grievant may set forth his/her grievance in writing to that official, specifying:

- a. The nature of the grievance and date occurred.
- b. The results of the previous discussions.
- c. His/her dissatisfaction with decisions previously rendered.
- d. Relief sought.

The official to whom the grievance is submitted shall render his/her decision to the teacher in writing within seven (7) calendar days of receipt of the written grievance, unless said official is the Chief School Administrator; in which event, the 45 day answering period set forth in the Chief School Administrator's level shall apply. Grievances filed at the advanced level based on an action of the Board of Education shall be initiated and handled at the level of the Chief School Administrator, if applicable.

**D. YEAR END GRIEVANCES**

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

**ARTICLE IV - HOUSE/UNIT LEADERS RIGHTS**

- A. All House/Unit Leaders shall have the right to freely organize, join and support HULA for the purpose of engaging in professional negotiations and other HULA activities.
- B. The personal life of House/Unit Leader shall not affect the House/Unit Leaders employment, except as it may prevent the House/Unit Leader from performing properly his/her assigned functions.

**ARTICLE V - HULA RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish HULA available information that is in the public domain upon reasonable request. The Board shall furnish copies of the available information upon written request therefor but shall not be required to prepare information not already in existence.
- B. HULA shall have the privilege to use space in school buildings at reasonable non-school hours on school days for meetings provided that the approval of the Principal of Community Education School has been secured in advance of the time of all such meetings in accordance with Board policy.
- C. HULA will have reasonable use of the post boxes and the inter-school mail service.

D. The Board and HULA agree to share equally in the cost of reproducing this agreement as arranged.

#### ARTICLE VI - MANAGEMENT RIGHTS AND PRIVILEGES

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations -

- (a) to direct employees of the school district;
- (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
- (c) to relieve employees from duty because of lack of work or for other legitimate reasons;
- (d) to maintain efficiency of the school district operations entrusted to them;
- (e) to determine the methods, means and personnel by which such operations of the school district in situations of emergency.

#### ARTICLE VII - HOUSE/UNIT LEADERS WORK YEAR

- A. HULA may provide input to the Administration concerning the school calendar prior to the adoption of the school calendar by the Board of Education.
- B. The HULA work year shall consist of no more than two hundred forty-four (244) in school work days nor less than two hundred forty (240) in school work days between July 1st, and June 30th each contract year.

#### ARTICLE VIII - TERMS AND CONDITIONS OF EMPLOYMENT

##### 1. Certification -

The Board agrees to hire only those House/Unit Leaders as teachers approved as certified by the State Board of Examiners.

##### 2. Notification -

Upon employment, the Board shall notify HULA in writing the certificates and degrees held and the address of each new member.

3. Recruitment -

Vacancies in the school system will be made known to members of the Association as they arise. HULA members may apply for any open position and applications for transfers to new or vacant positions will be considered in light of their qualifications and the needs of the school district.

4. Notification of contract and salary -

Members of HULA shall be notified of their contract and salary status in accordance with NJSA ~ 18A:27-10.

5. Previous sick leave accumulation -

Previously accumulated unused sick leave days shall be restored to all returning personnel in accordance with approved Board leave of absence policy.

ARTICLE IX - SALARIES (1979-1982)

- A. During the 1979-1980 work year (July 1, 1979-June 30, 1980) the Board will provide total performance monies in the amount of 7%.
- B. The performance monies, outlined in "A" above, will be allocated by the Board, for members represented by the Association, within the parameters of the following salary figures:

\$15,000 ~ \$30,000
- C. That salary portion being paid to any member of the Association beyond the parameter of the guide as outlined in "B" above shall be used in the calculation of the total performance monies.
- D. Total performance monies shall be calculated by the Chief School Administrator as of May 31, 1979 and will be distributed during the agreement period for which it was calculated.
- E. Performance will be determined by the employees' Principal(s) and/or the Principal's designee in consultation with the Chief School Administrator, in accordance with Article X - Evaluation of this three (3) year agreement.
- F. The 1980-1981 and 1981-1982 salary shall be negotiated in accordance with Article II.

## ARTICLE X - EVALUATION

### A. Procedures

Recommendations for salary determinations will be based on the evaluator's judgment as to how a House/Unit Leader has accomplished the following:

1. A total of five (5) job targets.
2. Overall performance of all responsibilities.

Job targets shall comprise 60% of the total evaluation and shall be scored so that the total of points awarded each target shall add up to 60 points.

The Principal and/or his/her designee shall also make a judgment about the House/Unit Leaders performance regarding overall responsibilities. This aspect of the evaluation shall be valued at a maximum of 40 points. Therefore, the job targets plus the overall responsibilities shall have a total value of 100 points.

The conversion of performance points to actual dollars shall be determined by the Principal and/or his/her designee within each building.

The average amount of salary increase per House/Unit Leader position as established by the Board, shall be maintained regardless of budget cuts or defeats in order to maintain the commitment of the Board to performance remuneration. Such amounts shall be assigned to each building based on the number of such positions assigned to that building, multiplied by the increase established.

This system would in no way establish a score for re-employment or de-employment.

### B. Guidelines

1. Each House/Unit Leader will set down for him/herself a target by September 1 within the realm of his/her job which he/she intends to concentrate upon achieving during the course of the ensuing year and what will be cited as indicators that represent the achievement. This will be a narrative beginning with, "My target for the year is..." This will be done on the blank side of the person's job description.

2. Each House/Unit Leader will provide his/her Principal with this target by September 30. The Principal and/or Principal's designee will review the target with the House/Unit Leader who submitted it and provide a narrative response beginning with "In addition to what you have identified yourself, other target(s) you should concentrate upon this year is/are...."
3. By mid-year each Principal and/or Principal's designee will have provided each House/Unit Leader to whom they have written in (2) above, with a narrative beginning "Your progress thus far this year has been...." This narrative would also have a section which will begin: "You could progress further in the following ways...,"
4. By spring the Principal and/or Principal's designee will have provided each House/Unit Leader for whom the Principal has supervisory responsibility with a narrative beginning: "My judgment of your performance this year is ...."
5. The guidelines, as outlined in 1-4 above, will not preclude the authority of the Principal to recommend re-employment or de-employment during any time of the school year for which these procedures and guidelines are being carried out.

#### ARTICLE XI - LEAVES OF ABSENCE

Leaves of Absence without pay may be granted to tenured members represented by the Association and that leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator and the Board. Such application is to be received by the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing. An employee may request, in writing, a leave of absence without pay for child care, maternity, paternity, or adoption, for a period of not more than one (1) employee work year. The original request, or the request for up to one full year's extension of this approved leave, must be submitted in writing to the Chief School Administrator and the Board and may be approved or rejected. Tenure status is not required.

This leave of absence is granted without salary.

1. This leave of absence may exist for one employee work year and up to one full year's extension thereafter until the beginning of the next employee work year. At this time, the employee must return or officially resign the position.

2. This leave of absence may be shortened upon written request and Board of Education approval. This approval will be based upon the staffing needs of the district at the time of request and the satisfactory assurance that the employee is again able to devote full time to his/her position.
3. Employees on this leave of absence may be employed as regular substitutes in the district any time following the birth or adoption of the child upon written request to, and approval of, the Board of Education and the administrative staff.

A. Personal Illness Days

The Board provides these employees with fourteen (14) days per year at full pay for personal illness. These days may be accumulated for use in subsequent years.

The Board further provides that, after all such personal illness days as indicated in the preceding paragraph are exhausted, an additional fourteen (14) days per year are provided at half pay for the employee.

All such personal illness days shall be governed by State law, and the employee shall provide a doctor's certificate for illnesses exceeding three (3) consecutive days.

B. Illness in the Immediate Family Days

The Board provides these employees with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).

The Board further provides that, after all such illness in the immediate family days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year are provided at half pay.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Chief School Administrator at full deduction in pay.

C. Death in the Family Days

The Board provides these employees with five (5) days per event at full pay for death in the immediate family. After all such death in the immediate family days are exhausted, additional days may be granted by the Chief School Administrator at full deduction in pay.

D. Death in Other than the Immediate Family Day

The Board provides these employees with one (1) day per event at full pay for a death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the death in other than the immediate family day is exhausted, additional days may be granted by the Chief School Administrator at full deduction in pay.

E. Marriage Days

The Board provides these employees with three (3) days per event at full pay for marriage. After such marriage days are exhausted, additional days may be granted by the Chief School Administrator at full deduction in pay.

F. Days for Jury Duty or Subpoena by Court

The Board assures these employees full pay for each day that their presence in court is required by subpoena. The Board further provides full pay for each full day that the employee is required to be in court for jury duty.

G. Days for Other Reasons

The Board provides four (4) days leave of absence with pay per year for religious, legal, business, household, or family matters which require absence from work during working hours upon prior approval (2 days except in cases of emergency) of the Chief School Administrator; except that a full deduction will be made for absence on the day before or after a vacation or holiday period.

H. Vacation Days

a. During the first budget year of employment.	1 2/3 days/month employed.
b. Thereafter.	20 days/year.

These vacation days are earned at 1 2/3 days per month on the 15th day of the month and may be taken during the 1st budget year of employment only, as they are accrued.

Each House/Unit Leader may "bank" five (5) vacation days and must be used by the employee during the work year in which they are banked.

All requests for vacation shall be approved by the Principal.

In all of the vacation situations listed above, if the employee's services are terminated in the district, or the employment year is changed, then the employee is entitled to all accumulated paid vacation days at the salary rate in effect during the time the days were accrued. During a vacation period, illnesses of more than three days that are verified by a physician may be granted by the Chief School Administrator.

I. Retirement

The Board participates in the appropriate employee's retirement system (Public Employees Retirement System or Teachers' Pension and Annuity Fund) and contributes to these systems as designated.

J. Holidays

The Board agrees to provide a nineteen (19) day paid holiday schedule according to school calendar for 12 month employees: These days to be determined by the Chief School Administrator after the school calendar has been adopted by the Board of Education for each year that this Agreement is in force.

K. Annuities

The Board provides the employees with an opportunity to select and join an insurance program for the purpose of participating in a tax deferred annuity.

L. Travel

The Board reimburses approved travel at the rate of .17¢ per mile.

M. Military Leaves of Absence -

Brief Military Leave of Absence

1. Brief leaves of absence with pay will be granted to personnel required to perform short periods of military duty annually. Such leaves are authorized by Chapter 351 Section 38:23-1 of the New Jersey Statutes amended as follows:

"An officer or employee of the State or a County, school district or municipality, who is a member of the organized reserve of the Armed Forces of the United States or other organization affiliated therewith, shall be entitled to leave of absence from his/her respective duty without loss of pay or time on all days on which he/she shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee."

2. Such leaves are authorized according to statute 18A:6-13, page 377, third volume of new edition, summarized as follows:

"Every person holding a position who has entered the armed forces shall be entitled to all the benefits and be subject to all the terms and conditions of Chapter 119 of the laws of 1941.

Such person shall be entitled to the benefit of any increase in salary during his/her leave of absence which such person would have enjoyed had he/she not entered the service. Such employee shall be granted a leave of absence for the period of such service and have a further period of three (3) months after receiving his/her discharge from the service.

If any such person shall be incapacitated by wound or sickness at the time of his/her discharge from service, his/her leave of absence shall be extended until three (3) months after his/her recovery or until the expiration of two (2) years from the date of his/her discharge from such service, which ever shall first occur. In no case shall such person be discharged or separated from his/her employment during such period of leave of absence because of his/her entry into such service. Such person shall be entitled to resume his/her employment provided he/she shall apply therefore before the expiration of his/her leave of absence and provided he/she shall be honorably discharged from such service.

According to the Department of Education, Division of Controversies and Disputes, the Board of Education is responsible for the payment of the employee's pension fund contributions during the time he/she served in the military service."

## ARTICLE XII - INSURANCE PROTECTION

### A. Injury Insurance

The Board maintains, at Board expense, insurance coverage for these employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.

### B. Health Insurance

The Board maintains, at Board expense, group health insurance coverages for these employees and dependents as follows: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, a major medical plan, a prescription plan, and a dental plan.

C. Liability Insurance

The Board maintains, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000 per year per employee (to a maximum for all employees of \$1,000,000 per year) as regards actions of the employee in the course of his/her work.

ARTICLE XIII - PROFESSIONAL DEVELOPMENT

The Board will assume the full course cost and approved expenses for any courses a member of the Association is requested or required in writing by the Chief School Administrator to take. This would also include costs involved in workshops and conferences which members are required/requested to attend.

ARTICLE XIV - DEDUCTION FROM SALARY

- A. The Board of Education agrees to make all individually authorized payroll deductions in accordance with Chapter 233 NJ Laws of 1969, N.J.S.A. 52:14-15.9e.
- B. Annuities -

The Board provides the employees with an opportunity to select and join an insurance of their choosing for the purpose of participating in a tax deferred annuity.

## ARTICLE XV - DURATION

This three (3) year agreement represents the exclusive agreement made by and between the East Windsor Regional Board of Education and the East Windsor Regional House/Unit Leader Association effective July 1, 1979 and shall terminate on June 30, 1982, except that the article pertaining to salary shall terminate on June 30, 1980. This article, specifically salary, shall be subject to reopening for negotiations during the 1979-80 work year and shall become effective July 1, 1980 for the 1980-1981 work year and July 1, 1981 for the 1981-1982 work year.

IN WITNESS WHEREOF, the President and Secretary of the House/Unit Leader Association have hereunto set their hands and seals, and the Board has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this 11<sup>th</sup> day of June Nineteen hundred and seventy-nine.

HOUSE/UNIT LEADER ASSOCIATION

By: James S. Milligan (L.S.)  
President

By: Cecile W. Bocciuto (L.S.)  
Secretary

ATTEST:

Jeanne B. Cleveland  
Secretary

BOARD OF EDUCATION OF EAST WINDSOR  
REGIONAL SCHOOL DISTRICT

By: Schilling J. Moore (L.S.)  
President

SIDE BAR

ACCUMULATED EMERGENCY DAYS

Accumulated emergency days, to be placed in separation bank, will begin with the number of unused emergency days each employee has as of June 30, 1981. After this date the provisions of Article V, Sec. C-2, will be in effect.